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December 28, 2015
FOR SETTLEMENT PURPOSES ONLY

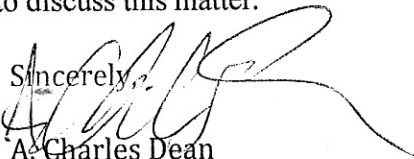
Thomas F. Hennessy
Virginia Employment and Family Law Office
4015 Chain Bridge Road, Suite 6
Fairfax, Virginia 22030

RE: Fuentes, et. al. v. Presidential Detailing, LLC, et. al.
United States District Court, Eastern District of Virginia
Case No. 1:15-cv-1337-AJT-IDD

Dear Mr. Hennessy,

My client again renews his offer of judgment pursuant to Rule 68 of the Federal Rules of Civil Procedure. Your clients may take a judgment against my clients for the total sum of \$187,419.84 plus all reasonable costs actually accrued to date (utilizing the *Loadstar* method). Pursuant to Rule 68 of the Federal Rules of Civil Procedure, this letter constitutes a formal offer of judgment. Entry of such judgment would constitute full and complete satisfaction and final disposition of Plaintiffs' claims, including all compensatory damages, liquidated damages, costs and attorney fees accrued to date. Please be advised that, if, within fourteen (14) days after service of this Offer of Judgment, the Plaintiffs fail to provide written notice of acceptance of this Offer, then this Offer shall be deemed withdrawn in accordance with Rule 68. In further accordance with said Rule, the Offer shall not be disclosed to the jury and evidence thereof shall not be admissible. If this action proceeds to trial and the judgment finally obtained by the Plaintiff is not more favorable than the Offer hereby made by the Defendants, the Plaintiffs must pay to the Defendants all costs of defense (include attorney fees) incurred after the making of this Offer, as provided under Rule 68. Acceptance of this Offer shall operate to fully and completely extinguish any and all claims by the Plaintiffs in this action, with prejudice. Furthermore, this offer is expressly conditioned upon dismissal of all the Dealership parties prior to service.

Please contact me if you would like to discuss this matter.

Sincerely,

A. Charles Dean

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